



RMS Environmental

Geological & Environmental Consultants

July 9, 2021

Mr. Chris Cafiero
Pennmark Management Company, Inc.
1000 Germantown Pike ~ A-2
Plymouth Meeting, PA 19462

Approved
csc
7-9-21

RE: Phase I Environmental Site Assessment
Parcels: 4610048600000, 4618217600000, 4614145500000 & 4619541700000
Mt. Joy Township, Lancaster County, PA

Dear Mr. Cafiero:

As per your request, RMS Environmental LLC. ("RMS") has prepared and submits, for your review and approval, this proposal for a Phase I Environmental Site Assessment (ESA) for the above noted Site.

RMS will complete the ESA for the Site in accordance with the requirements of the ASTM Designation: E 1527-13 for Phase I Environmental Site Assessments (Phase I) including the United States Environmental Protection Agency (USEPA) "All Appropriate Inquiry" (AAI) Rule. Utilization of the ASTM/USEPA procedure is intended to permit the User to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability.

RMS understands that the Site is four vacant lots bounded on the east by Ridge Run Road, the south by Route 230, west by Cloverleaf Road and north by adjoining properties. Parcel information is as follows:

<u>Parcel Number</u>	<u>Acreage</u>
4610048600000	18.2 acres
4618217600000	4 acres
4614145500000	27.7 acres
4619541700000	5 acres

The total acreage for the four parcels is 54.9 acres.

The scope of services does not include the acquisition of soil, groundwater or indoor air samples or any other Phase II activities for evaluating the potential impairment or contamination of any RECs identified at the Site. The scope of services does not include the sampling and/or evaluation of the Site and/or the structures on the Site for the presence of asbestos, lead-based paint or universal waste. The scope of services does not include any *property condition assessment* services such as evaluation of the structural condition or usability of the Site structures or equipment.

A Phase I Environmental Site Assessment is used to identify actual and potential environmental concerns and contamination at a site. The Phase I ESA process consists of:

- Site Reconnaissance Investigation
- Observations of Neighboring Properties
- Investigation into Current Site Usage
- Site Use History

- Site Use History of Neighboring Properties
- Interviews with Individuals Associated with the Subject Property
- Review of Federal and State Databases within ASTM required distance of the Subject Property
- Review of UST and LUST inventories
- Review of City/County Fire Department, Building Department, Tax Assessors, and Emergency Responses Records to determine likelihood of recognized environmental conditions
- Review of Historic Aerial Photography 1940 - Present
- Detailed Review of Current Aerial Photography Surrounding Site
- Review of USGS Topographic Maps
- Review of Site Geology
- Review of Previous Reports/Studies relevant to the Subject Property
- Completion of the User Questionnaire
- Preparation of Phase I Environmental Site Assessment Report

The Phase I ESA will be conducted according to RMS's internal environmental site assessment protocol. This protocol is based upon the American Society of Testing and Materials (ASTM) Standard Practices for Environmental Site Assessments: Phase I ESA Process (ASTM Designation: E1527-2000), which sets standards for review of information pertaining to the site, completion of detailed checklists, site inspection procedures and preparation of the final report. The report will include identified Recognized Environmental Concerns (RECs), Historical Recognized Environmental Concerns (HRECs) and Controlled Recognized Environmental Conditions (CRECs).

COSTS

RMS can complete the Phase I ESA and provide a written report within 15 business days from the date that we are given approval to start. Our fees for conducting a Phase I ESA for these properties will be:

\$2,500.00

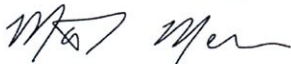
Signing of this proposal constitutes a binding agreement between RMS Environmental LLC and the Undersigned, subject to the terms and conditions on the following pages, which the undersigned has reviewed and accepted.

CLOSING

RMS appreciates the opportunity to provide this proposal and if you have any questions or need any additional information, please do not hesitate to contact me at 215.364.1661 or mmercuri@rmsenvironmental.com.

Sincerely,

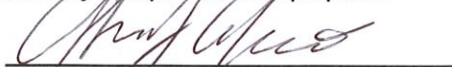
RMS Environmental LLC



Matthew Mercuri, P.G.
Managing Partner

To indicate acceptance of this proposal, please sign in the designated space below and return to my attention (email is sufficient).

I hereby accept the above proposal.



Signature



Printed Name



Date



Title



GENERAL TERMS AND CONDITIONS

OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

- 1) All reports, field data and notes, laboratory test data, calculations, estimates, and other documents prepared in the course of consulting service shall remain the property of RMS. Client agrees that all reports and other work RMS furnished to Client or Client's agents which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.
- 2) Documents provided to RMS by Client will be returned to Client, upon request, at the completion of work at Client's cost.
- 3) Reuse of reports or other materials by Client or others on extensions or modifications of the project or on other sites, without written permission from RMS or adaptation by RMS for the specific purpose intended, shall be at the user's sole risk, without liability on the part of RMS, and Client agrees to indemnify and hold RMS harmless from all claims, damages and expenses, including attorney's fees, arising out of the use of such reports or other materials.
- 4) RMS shall maintain Client's project data and reports in strictest confidence and will release such information to others only upon express permission from Client.

LATE PAYMENT; DISPUTES

- 1) Late payment charges will be billed at 1.5% per month of the overdue amount or the maximum lawful rate allowable, whichever is less.
- 2) Client will pay all reasonable collection expenses or litigation fees, including attorney fees, that RMS incurs in collection any delinquent amount client owes.
- 3) If the Client institutes a suit against RMS which is dismissed or for which judgment is rendered for RMS, Client will pay RMS for all costs of defense including attorney fees, expert witness fees and court costs.

INSURANCE

- 1) RMS will carry Workers Compensation, General Liability, Automobile Liability, Excess Umbrella-Form Liability and Professional Liability insurance policies in amounts which RMS considers adequate. Certificates of insurance will be provided to Client upon request. Within the terms and conditions of the insurance, RMS will not be responsible for liability beyond the limits and conditions of the insurance. At Client's request, RMS will seek additional insurance coverages or coverage limits for specific projects and will bill Client for the additional premium cost. RMS will require that its field subcontractors are insured to the same levels required of RMS by Client.
- 2) RMS's professional liability will be limited to the value of the consulting services performed.
- 3) RMS will not be responsible for any loss of liability from negligence by Client or by other agents, contractors, or consultants employed by Client or from negligence by any person for whose conduct RMS is not legally responsible.

CUSTODY OF MATERIALS

- 1) In the course of work, RMS may take custody of and transport soil and/or water samples from Client's site. Upon the completion of evaluation and/or testing of such samples, RMS reserves the right to return the samples to Client at Client's expense, and Client

agrees to accept such samples and the responsibility for their proper and legal disposal.

- 2) At no time, under any circumstances, will RMS personnel represent RMS or themselves as generators of waste, hazardous or otherwise, which may have to be removed from or disposed of on a site, and RMS personnel will only sign hazardous waste manifests as agent for Client with Client's permission.

RIGHT OF ENTRY

Client will furnish right-of-entry on the site for RMS to conduct the work. RMS will take reasonable precautions to minimize damage to the land from use of equipment but has not included in the cost proposal the cost for restoration of damage that may result from site operations. If Client is not the property owner of the project location, Client will facilitate an access agreement between RMS and the property owner. If RMS is required to restore the land to its former condition, this will be arranged and the cost plus ten (10) percent will be added to our fee.

DAMAGE TO SUBSURFACE STRUCTURES

Reasonable care will be exercised in locating subsurface structures in the vicinity of proposed subsurface explorations. This will include contact with the local agency coordinating subsurface utility information (i.e., "Call Before You Dig" service) and a review of plans provided by Client for the site to be investigated. RMS shall rely upon any information provided by Client or Client's agent or representative. If the locations of underground structures are not known accurately or cannot be confirmed, then there will be a degree of risk to Client associated with conducting the work. In the absence of confirmed underground structure locations, or if Client directs RMS to take certain action notwithstanding the subsurface conditions, Client agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

EXCAVATING

Excavating quotes are based on normal soil conditions. In the event rock, underground concrete structures or obstructions are encountered, RMS will notify the owner and make them aware of any additional cost that may be incurred. Should dewatering of the excavation be required, additional cost may be incurred and presented to the owner as a change order.

PETROLEUM PRODUCTS AND HAZARDOUS MATERIALS

- 1) Petroleum products, hazardous materials, or asbestos may exist at a site where there is no reason to believe they should be present. If, at any time, evidence of the existence or possible existence of such substances is discovered, RMS reserves the right to renegotiate any consulting agreement, the fees for our services and our continued involvement in the project. RMS will notify Client as soon as possible should unanticipated hazardous materials or suspected hazardous materials be discovered.
- 2) The discovery of hazardous materials or suspected hazardous materials may make it necessary for RMS to take immediate measures to protect human health and safety and/or the environment. Client agrees to compensate RMS for the cost of any and all measures that, in our professional onsite judgment are justified to preserve and protect the health and safety of our



personnel, Client's employees and/or the public, and/or the environment. In addition, Client waives any claims against RMS and, to the full extent permitted by law, agrees to indemnify, defend and hold RMS harmless from any and all claims, damages, and liability, including but not limited to cost of defense, in any way connected with petroleum products, hazardous materials or asbestos.

3) Client recognizes that, when it is known, assumed or suspected that hazardous materials exist on or beneath the surface of the site of the project or within any structure thereon, certain sampling materials, such as drill cuttings and drilling fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, when sampling is included in the scope of services and when determined by RMS's assessment of the degree of contamination, hazard and risk, RMS will promptly inform Client that containerization and labeling will be performed; will appropriately contain and label such materials; and will leave the containers on site for proper, lawful removal, transport and disposal by client. Client waives any claim against RMS, and agrees to indemnify, defend and hold RMS harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumedly hazardous materials being left on the site of the project after their containerization by RMS.

STANDARD OF CARE

In accepting our proposal for consulting services, Client acknowledges the inherent risks associated with any subsurface investigation. In performing professional services, RMS will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar localities. RMS makes no express or implied warranty beyond our commitment to conform to this high standard of professional practice. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE ARE HEREBY WAIVED BY CLIENT.

INDEMNIFICATION; LIMITATION OF LIABILITY

1) Client shall indemnify, defend and hold harmless RMS and its managers, officers, members, employees, and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, including damage to the environment, sustained by any third party arising out of or connected with RMS's performance of services to Client or as a result of Client's sole, partial or contributory negligence or willful misconduct; except to the extent such injury, death or damage is caused by RMS or its subcontractors or their respective employees, officers and agents in breach of these Terms and Conditions.

2) RMS will not be responsible for any loss of liability from negligence by Client or by other agents, contractors or consultants employed by Client or from negligence by any person for whose conduct RMS is not legally responsible.

3) Except as expressly provided herein, neither party shall be liable to the other for any incidental, indirect, special, punitive, liquidated or consequential damages of whatever nature or any lost profits (whether direct or indirect), loss of income, delay damages, loss of business or contract, loss of anticipated savings, or loss of goodwill, howsoever caused. In no event shall the total and cumulative liability of RMS for any claims arising pursuant to the services provided by RMS to Client exceed the aggregate amounts paid by Client to RMS for such services.

GOVERNING LAW; JURISDICTION

These Terms and Conditions and the services provided by RMS to Client and shall be governed by the laws of the Commonwealth of Pennsylvania, and any claims arising hereunder or in connection with the Services shall be brought exclusively in the state courts located in Bucks County, Pennsylvania.